CHERRYROAD/ORACLE PUBLIC SECTOR CLOUD SERVICES AGREEMENT TERMS v. 2

This CherryRoad/Oracle Public Sector Cloud Services Agreement (the "Agreement") is entered into by and between CherryRoad Technologies, Inc., a Florida corporation located at 6 Upper Pond Road, 2nd Floor, Parsippany, NJ 07054 ("CherryRoad") and Yamhill County, a political subdivision of the State of Oregon ("County", "You" or "Your").

RECITALS

A. County issued a request for proposal ("RFP") for new enterprise resource planning ("ERP") software and software implementation services and Graviton Consulting Services, Inc., a Nevada corporation ("Graviton") submitted a successful proposal in response to the RFP.

B. As part of their proposal Graviton proposed utilizing the services of CherryRoad, an authorized reseller of Oracle Cloud Services, to acquire the ERP software and Services, as defined below.

C. County and CherryRoad now mutually desire to work together to complete the acquisition of the ERP software and Services as described herein and this Agreement is made to specify the mutual obligations of County and CherryRoad for completion of these Services.

NOW THEREFORE IT IS AGREED:

THESE ORACLE CLOUD SERVICES AGREEMENT TERMS APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER. THESE ORACLE CLOUD SERVICES AGREEMENT TERMS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ANY ORDERING DOCUMENTATION.

1. USE OF THE SERVICES

1.1 Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or the order (the "Services Period"), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third-Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights that Oracle has in this Agreement and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, such remedial action may include removing or disabling access to material that violate the Acceptable Use Policy.

2. OWNERSHIP RIGHTS AND RESTRICTIONS

2.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, any anything developed or delivered by or on behalf of us under this Agreement.

2.2 You may have access to Third-Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such Third-Party Content is governed by separate third party terms between You and the third party.

2.3 You grant Oracle and CherryRoad Technologies Inc. ("CherryRoad") the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

2.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

3. NONDISCLOSURE

3.1 By virtue of this Agreement, the parties may disclose information that is confidential ("Confidential Information"). To the extent permitted by law, Confidential Information shall be limited to Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

3.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party

by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

3.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records law. Should you receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

4. PROTECTION OF YOUR CONTENT

4.1 In performing the Services, Oracle will comply with the Oracle privacy policy applicable to the Services ordered. Oracle privacy policies are available at http://www.oracle.com/us/legal/ privacy/overview/index.html.

4.2 Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), which is available at http://www.oracle.com/dataprocessingagreement and incorporated herein by reference, describes how Oracle will process Personal Data that You provide to Oracle or CherryRoad as part of Oracle's provision of the Services, unless stated otherwise in Your order. You agree to provide any notices and obtain any consents related to Your use of, and Oracle's provision of, the Services.

4.3 Oracle will protect Your Content as described in the Service Specifications, which define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services and describe other aspects of system management applicable to the Services. Oracle and its affiliates may perform certain aspects of the Services (e.g., administration, maintenance, support, disaster recovery, data processing, etc.) from locations and/or through use of subcontractors, worldwide.

4.4 You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, or from Your use of the Services in a manner that is inconsistent with the terms of this Agreement. You may disclose or transfer, or instruct Oracle or CherryRoad to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content and applications outside of Oracle.

4.5 Unless otherwise specified in Your order (including in the Service Specifications), You may not provide Oracle or CherryRoad access to health, payment card or similarly sensitive personal information that imposes specific data security obligations on the processing of such data greater than those specified in the Service Specifications. If available, You may purchase services from CherryRoad (e.g., Oracle Payment Card Industry Compliance Services) designed to address particular data protection requirements applicable to Your business or Your Content.

5. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

5.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. Through CherryRoad and this Agreement, Oracle warrants that during the Services Period, Oracle will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide CherryRoad with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying CherryRoad of the deficiency in the Services).

5.2 ORACLE AND CHERRYROAD DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. NEITHER ORACLE NOR CHERRYROAD IS RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

5.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S AND CHERRYROAD'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CHERRYROAD, AND CHERRYROAD WILL IN TURN REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

5.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

6.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES NOR ORACLE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE, SALES, GOODWILL, OR REPUTATION.

6.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES OR CHERRYROAD ARISING OUT OF OR RELATED TO THIS AGREEMENT

OR YOUR ORDER, WHETHER IN CONTRACT TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE OR CHERRYROAD FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED UNDER SUCH ORDER.

7. INDEMNIFICATION

7.1 Subject to the terms of this Section 7 (Indemnification), if a third party makes a claim against either You, CherryRoad or Oracle ("Recipient" which may refer to You, CherryRoad or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You, CherryRoad or Oracle ("Provider" which may refer to You, CherryRoad or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); and
b. gives the Provider sole control of the defense and any settlement negotiations, to the extent not prohibited by law; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

7.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party of such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, upon 30 days prior written notice, terminate the order. If such Material is third-party technology and the terms of the third-party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to CherryRoad, and CherryRoad will in turn refund to You any unused, prepaid fees for such services.

7.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Materials which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. Neither Oracle nor CherryRoad will indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services

(e.g., a social media post from a third-party blog or forum, a third-party Web page accessed via a hyperlink, marketing data from third-party data providers, etc.).

7.4 This Section 7 provides the parties' and Oracle's exclusive remedy for any infringement claims or damages.

8. TERM AND TERMINATION

8.1 Services provided under this Agreement shall be provided for the Services Period defined in Your order. If You order Cloud Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will not automatically be extended for an additional Services Period of the same duration. In order to extend the Services, You must provide CherryRoad with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intent to renew such Cloud Services and You execute a contract modification (or a new contract) evidencing such extension. The preceding sentence shall not apply if CherryRoad provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew or extend such Cloud Services.

8.2 Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under this Agreement.

8.3 If either of us breaches a material term of this Agreement or the order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If CherryRoad terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

8.4 You may terminate this Agreement at any time without cause by giving CherryRoad 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

8.5 For a period of no less than 60 days after the end of the Services Period of an order, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60-day period, and except as may be required by law,

Oracle will delete or otherwise render inaccessible any of Your Content that remains in the Services.

8.6 In the event funds are not appropriated for a new fiscal year period, upon written notice to CherryRoad and to Oracle, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order to CherryRoad, and (b) Your issuance of each 12-month purchase order shall signify that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's and CherryRoad's receipt of Your notice of non-appropriations.

8.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

9. THIRD-PARTY CONTENT, SERVICES AND WEB SITES

9.1 The Services may enable You to link to, transmit Your Content to, or otherwise access third parties' websites, platforms, content, products, services, and information. CherryRoad and Oracle do not control and are not responsible for such third parties' websites, platforms, content, products, services, and information.

9.2 Any Third Party Content Oracle or CherryRoad makes accessible is provided on as "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Oracle and CherryRoad are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. Oracle and CherryRoad disclaim all liabilities arising from or related to Third Party Content.

9.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs). Oracle may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

10. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

10.1 Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored

in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

10.2 Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.

10.3 Oracle may provide You with online access to download certain Oracle Software for use with the Services. If Oracle licenses Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order, solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle's notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. If Oracle Software is licensed to You under separate third party terms, then Your use of such software is governed by the separate third party terms.

11. EXPORT

11.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and Oracle each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

11.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

12. FORCE MAJEURE

Neither of us, nor Oracle, shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to

mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

13. NOTICE

13.1 Any notice required under this Agreement shall be provided to the other party, and Oracle, in writing. If You have a legal dispute with Oracle or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to CherryRoad at the address listed at the start of this Agreement and to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

13.2 Oracle may give notices applicable to Oracle's Cloud Services customer base by means of a general notice on the Oracle portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or prepaid post to Your address on record in Oracle's account information.

14. ASSIGNMENT

You or CherryRoad may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

15. OTHER

15.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between Oracle, CherryRoad, and You. We are each responsible for paying our own employees, including employment related taxes and insurance. You understand that Oracle's business partners and other third parties, including any third parties with which Oracle has an integration agreement or that are retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services, Your Content or Your Applications arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Oracle subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this Agreement. This Agreement is entered exclusively between You and CherryRoad. While Oracle has no contractual relationship with You, Oracle is a third-party beneficiary of this Agreement.

15.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

15.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

15.4 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

15.5 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of this Agreement and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

15.6 CherryRoad shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by CherryRoad, its agents, representatives, or employees.

15.7 CherryRoad shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to CherryRoad's performance under this Agreement and, where applicable, (i) the provisions of ORS 279B.220, 279B.230, 279B.235, and all amendments of and regulations and administrative rules established pursuant to those laws. In addition, CherryRoad agrees that it has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318. Specifically, CherryRoad shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

15.8 This Agreement is governed by the substantive and procedural laws of the state of Oregon. You and Cherry Road agree to submit to the exclusive jurisdiction of, and venue in, the federal and state courts in Oregon in any dispute arising out of or relating to this agreement. While Oracle and CherryRoad construe the foregoing sentence as an unambiguous waiver of any applicable immunity, and further denies that You are entitled to any sovereign immunity, immunity under the Eleventh Amendment to the U.S. Constitution, and/or immunity as to jurisdiction or venue, the parties wish to avoid any potential future disputes on these issues. Accordingly, You expressly and unequivocally agree to waive any right to, and any claim of, sovereign immunity, immunity under the Eleventh Amendment to the U.S. Constitution, and/or immunity as to jurisdiction or venue with respect to any dispute, any claim (including claims of infringement of Oracle's intellectual property rights), or lawsuit arising out of or relating to this Agreement. This waiver shall extend to any dispute, claim or lawsuit brought by or against You, Oracle or CherryRoad. This paragraph shall take precedence over any other conflicting statement, including in the order or purchase order, this agreement and/or any amendments or addenda thereto.

15.9 If CherryRoad is not domiciled in or registered to do business in the State of Oregon, CherryRoad shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required by those agencies relative to this Agreement. You are entitled to withhold final payment under this Agreement until CherryRoad has met this requirement.

15.10 The recitals appearing at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

15.11 This Agreement may be executed by facsimile or electronically and in counterparts, with taken together shall form one legal instrument.

16. ENTIRE AGREEMENT

16.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

16.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of any order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You, CherryRoad and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. Except as set forth in Section 15.1, no third party beneficiary relationships are created by this Agreement.

17. AGREEMENT DEFINITIONS

17.1 "**Oracle Software**" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

17.2 "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

17.3 "**Service Specifications**" means the following documents, as applicable to the Services under Your Order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement, available at www.oracle.com/contracts; (b) Oracle's privacy policy, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software that is provided by Oracle as part of the Services and governed by the terms of this Agreement: the Cloud Hosing and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

17.4 "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data.

17.5 "**Users**" means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

17.6 "**Your Content**" means all software, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in this Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content."

18. CLOUD SERVICES EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is ___August 26, 2021___
(*DATE TO BE COMPLETED BY CHERRYROAD*)

COMPANY NAME	**CHERRYROAD TECHNOLOGIES INC.**
Authorized Signature: ___*[signature]*___	Authorized Signature: ___*[signature]*___
Name: ___*Mary Starrett*___	Name: ___Nicholas Visco___
Title: ___*Chair, Board of Commissioners*___	Title: ___VP, Chief Financial Officer___
Signature Date: ___8/26/21___	Signature Date: ___08/26/2021___

CLOUD SERVICES ORDERING DOCUMENT

Vendor Name	CherryRoad Technologies	**Partner Contact**	Rob Cockrum
Vendor Address	6 Upper Pond Rd Parsippany NJ 07054	**Phone Number**	1-503-434-7523
		Email Address	Rcockrum@Cherryroad.Com

End User Name	Yamhill County	**End User Technical Contact**	Mike Barnhart
End User Address	434 NE Evans Street McMinnville OR OR 97128	**Phone Number**	503.474.4119 (Ext 6938)
		Email Address	barnhartm@co.yamhill.or.us

New Subscription

Service Period: 12 Months   Data Center Region: North America

SKU No.	Service Description	Metric	Quantity	Unit Price per month	Net Fee (Annual)
B91079	Oracle Fusion Enterprise Resource Planning Cloud Service	Hosted Named User	40	$ 333.01	$ 31,969.08
B91080	Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service	Hosted Named User	100	$ 10.53	$ 2,527.20
B73948	Oracle Fusion WebCenter Forms Recognition Cloud Service-Hoted 1k Records	Hosted 1000 Records	10	$ 31.59	$ 758.16
B91082	Oracle Fusion Procurement Cloud Service	Hosted Named User	100	$ 329.06	$ 78,975.00
B91083	Oracle Fusion Procurement for Self-Service Cloud Service	Hosted Named User	100	$ 4.21	$ 1,010.88
B91057	Oracle Fusion Supply Chain Execution Cloud Service	Hosted Named User	10	$ 184.28	$ 4,422.60
B91074	Oracle Enterprise Performance Management Enterprise Cloud Service	Hosted Named User	25	$ 555.75	$ 33,345.00
B84490	Additional Test Environment for Oracle Fusion Cloud Service	Fixed	1	$ 3,290.63	$ 7,897.50
B84490	Additional Test Environment for Oracle Fusion Cloud Service	Fixed	1	$ 3,290.63	$ 7,897.50
B91110	Oracle Integration Cloud Service for Oracle SaaS – Enterprise	Each	2	$ 5,194.80	$ 24,935.04
B85800	Fusion Human Capital Management Base Cloud Service	Hosted Employee	1000	$ 11.58	$ 27,799.20
B86334	Payroll Cloud Service for United States	Hosted Employee	1000	$ 4.50	$ 10,810.80
B91066	Fusion Talent Management and Workforce Compensation Cloud Service	Hosted Named User	1000	$ 5.79	$ 13,899.60
B87675	Fusion Recruiting Cloud Service	Hosted Employee	1000	$ 5.15	$ 12,355.20
B87365	HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud	Fixed	1	$ 9,262.50	$ 22,230.00
B75365	Fusion Time and Labor Cloud Service	Hosted Named User	1000	$ 1.93	$ 4,633.20
B87388	Fusion Human Resources Help Desk Cloud Service	Hosted Employee	1000	$ 2.57	$ 6,177.60
B89482	Fusion Workforce Health and Safety Incidents Cloud Service	Hosted Employee	1000	$ 1.29	$ 3,088.80
B85242	Fusion Learning Cloud Service	Hosted Named User	1000	$ 1.93	$ 4,633.20
Total SaaS Fees					**$ 299,365.56**

B.O. 21-361

A. CLOUD SERVICES ORDER TERMS

1. Cloud Services Ordered:

Yamhill County, Oregon ("You" or "End User"), has ordered the cloud services described above and for the term of the Services Period stated above, for Your use pursuant to the terms of this Ordering Document and the CherryRoad/Oracle Public Sector Cloud Services Agreement ("CSA") dated as of _August 26_, 2021.

2. Currency:

All fees on this Ordering Document are in US Dollars.

3. Terms:

All products and services listed on this Ordering Document are provided by Oracle under, and subject to, the terms of this Ordering Document, including the CSA and all Oracle documents referenced in this Ordering Document. You indicate Your agreement to the terms of this Ordering Document, including the CSA, by signing this Ordering Document. Any terms and conditions on Your purchase order are void and have no legal effect. For cloud services, You may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. The Services Period for the cloud services commences on the date stated in this Ordering Document. If no date is specified, then the "Cloud Services Start Date" for each cloud service will be the date that the end user is issued access that enables the end user to activate the end user's cloud services (the "Cloud Services Start Date"). The service specifications applicable to the cloud services and the consulting/professional services ordered may be accessed at **http://www.oracle.com/contracts**.

4. Fees:

The cloud services payment frequency applies to all cloud services fees and taxes. All fees payable to CherryRoad are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the agreement. You will pay any sales, value-added or other similar taxes imposed applicable law that CherryRoad must pay based on the cloud services You ordered, except for taxes based on CherryRoad's income. Unless, specifically stated otherwise, fees for cloud services listed in an order are exclusive of taxes and expenses. You agree not to disclose the terms of this Ordering Document to any third party.

5. Cloud Services Payment Frequency:

Your payment frequency is Annual in Advance.

6. Offer Validity:

This order is valid through 31-Aug-2021 and shall become binding upon execution by You, and acceptance by CherryRoad and Oracle.

7. Data Center Region

The services environment will reside in the data center region identified in the table above.

8. Price Hold for Cloud Services:

During the Services Period, You may order additional quantities of the cloud services acquired under this Ordering Document at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, any renewals or extensions of the cloud services ordered under this Ordering Document, to cloud services ordered pursuant to a separate Oracle discount or promotion, or to any cloud services other than those listed in the initial purchase under this Ordering Document.

9. Option Years:

You shall have an option to renew Your subscription for the same services listed in this order at the same usage limits for nine (9) additional 12-month renewal periods (each an "Option Year") for the fees the outlined below. Professional Services are not included in the Option Years. Option Year 1 commences the day after the last day of the Services Period specified above in this order.

Option Year 1: $[Total 12-month Cloud Services fees for the Services Period under this order] x 1.00

Option Year 2: $[Total 12-month Cloud Services fees for the Option Period 1] x 1.00

Option Year 3: $[Total 12-month Cloud Services fees for the Option Period 2] x 1.00

Option Year 4: $[Total 12-month Cloud Services fees for the Option Period 3] x 1.00

Option Year 5: $[Total 12-month Cloud Services fees for the Option Period 4] x 1.03

Option Year 6: $[Total 12-month Cloud Services fees for the Option Period 5] x 1.03

Option Year 7: $[Total 12-month Cloud Services fees for the Option Period 6] x 1.03

Option Year 8: $[Total 12-month Cloud Services fees for the Option Period 7] x 1.03

Option Year 9: $[Total 12-month Cloud Services fees for the Option Period 8] x 1.03

You must provide the CherryRoad a minimum of 30 days' notice prior to the expiration of a service term of Your intent to exercise an Option Year, and execute an order for the new option period prior to the expiration date of the existing service period. The Cloud Services listed above may not be renewed at the option year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

10. Waiver of Immunity:

This agreement is governed by the substantive and procedural laws of the state of Oregon. Yamhill County and CherryRoad agree to submit to the exclusive jurisdiction of, and venue in, the federal and state courts in Oregon in any dispute arising out of or relating to this agreement. While CherryRoad construes the foregoing sentence as an unambiguous waiver of any applicable immunity, and further denies that Yamhill County is entitled to any sovereign immunity, immunity under the Eleventh Amendment to the U.S. Constitution, and/or immunity as to jurisdiction or venue, the parties wish to avoid any potential future disputes on these issues. Accordingly, Yamhill County expressly and unequivocally agrees to waive any right to, and any claim of, sovereign immunity, immunity under the Eleventh Amendment to the U.S. Constitution, and/or immunity as to jurisdiction or venue with respect to any dispute, any claim (including claims of infringement of Oracle's intellectual property rights), or lawsuit arising out of or relating to this agreement. This waiver shall extend to any dispute, claim or lawsuit brought by or against Oracle or Yamhill County or CherryRoad. This paragraph shall take precedence over any other conflicting statement, including in the order or purchase order, this agreement and/or any amendments or addenda thereto.

11. Order of Precedence

In the event of inconsistencies between the terms contained in this Ordering Document and the agreement referenced above, this Ordering Document shall take precedence. This Ordering Document will control over the terms contained in any purchase order.

12. Entire Agreement

By signing below, we each agree that the CSA, this Ordering Document, and all Oracle documents referenced in this Ordering Document constitute the entire agreement between You and CherryRoad with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions (e.g., on a purchase order or elsewhere) shall apply. This order is placed subject to the terms of the CSA.

The signature below affirms Your commitment to pay for the cloud services ordered in accordance with the terms of this Ordering Document and the CSA.

Yamhill County, Oregon

Authorized
Signature:

Name: _Mary Starrett_

Title: _Chair, Board of Commissioners_

Signature Date: _8/26/21_

CherryRoad Technologies Inc.

Authorized
Signature:

Name: Nicholas Visco

Title: VP, Chief Financial Officer

Signature Date: 08/26/2021